

ITEL

RECORDATION NO. *8654-K* Filed 1425

JUN 15 1982-3 25 PM

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

No. *8654-K*
Date **JUN 15 1982**

Fee \$ *10.00*

ICC Washington, D. C.

2-168A129

June 2, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of November 10, 1976 (the "Lease") between Itel Corporation, Rail Division ("Itel") and Cadiz Railroad Company ("Lessee"), which was filed on January 10, 1977 at 2:05 P.M. and given recordation No. 8654, four counterparts of the following document:

Amendment C (the "Amendment") dated as of February 18, 1982 to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment are:

1. Cadiz Railroad Company
Cadiz, Kentucky 42211
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, CA 94111

The equipment covered by this Amendment is ten (10) 50'6" boxcars (A.A.R. mechanical designation XP) bearing reporting marks CAD 1100-1109 inclusive.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECEIVED
JUN 15 3 27 PM '82
FEE OPERATION BR.

Agatha Mergenovich
John Foster

Ms. Agatha Mergenovich, Secretary
June 2, 1982
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84111

Doug Drummond
Intel Corporation

Linda Lawrence
Intel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

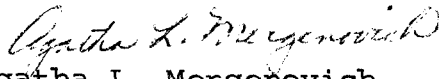
Patricia Salas Pineda
Istel Corporation
Rail Division
Two Embarcadero Cntr.
San Francisco, California 94111

June 15, 1982

Dear **Madam:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/15/82** at **3:35PM**, and assigned recordation number(s). **8654-K, 9756-E, 10032-D, & 13554-A**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0279
2/19/82

RECORDATION NO. 8654-K

Filed 1426

AMENDMENT C

JUN 15 1982-3 25 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT C (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of November 10, 1976, as amended by Amendment A dated March 30, 1978 and Amendment B dated March 1, 1978, between SSI Rail Corp. and Cadiz Railroad Company, is made this 18th day of February, 1982 by and between **ITEL CORPORATION, RAIL DIVISION**, as successor in interest to SSI Rail Corp. ("Lessor") and **CADIZ RAILROAD COMPANY** ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which one hundred fifty (150) Boxcars bearing the reporting marks CAD 1000-1149 have been delivered by Lessor to Lessee, and pursuant to which one hundred fifty (150) Boxcars bearing the reporting marks CAD 1150-1299 have not been delivered by Lessor to Lessee;

WHEREAS, two (2) Boxcars bearing the reporting marks CAD 1022 and CAD 1070 were destroyed on or about August 20, 1977 and August 4, 1981, respectively;

WHEREAS, Lessor and Lessee desire to change the mechanical designation of ten (10) Boxcars bearing the reporting marks CAD 1100-1109 (hereinafter called "10 Cars").

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 2, executed on July 28, 1978, which is attached to and incorporated into the Agreement shall be deleted in its entirety, and Equipment Schedule Nos. 2.A., 2.B. and 2.C., attached hereto, shall be substituted therefor.
3. Section 14, which shall read as follows, is hereby added to the Agreement:

"14.A. The mechanical designation of the 10 Cars shall be changed and remarked from "XM" to "XP" at Lessee's expense. In addition, Lessee shall, at its sole expense, modify the 10 Cars structurally so that they qualify for "XP" mechanical designation pursuant to the rules of the Association of American Railroads. and at a time designated by Lessee. (initials)

- B. If, at any later date, Lessor should desire to change the mechanical designation of any of the 10 Cars referenced on Schedule No. 2.A., Lessor shall be entitled to do so at its expense.

- C. If, at any later date, Lessee should desire to change the mechanical designation of any of the 10 Cars referenced on Schedule No. 2.A. (subject to the rules of the Association of American Railroads), Lessee shall be entitled to do so at Lessee's expense upon obtaining Lessor's prior written consent.
- D. Upon any remarking and redesignation under Sections 14.B. and 14.C., Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of each of the 10 Cars.
4. Nothing set forth in this Amendment with respect to the Agreement represent a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 5-6-82

CADIZ RAILROAD COMPANY

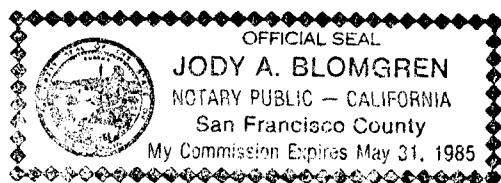
By: 

Title: President

Date: 4/15/82

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 6th day of May, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment C was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF Kentucky)
)
COUNTY OF Trigg) ss:

On this 15th day of April, 1982, before me personally appeared H. S. White, to me personally known, who being by me duly sworn says that such person is President of Cadiz Railroad Company, that the foregoing Amendment C was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia N. Gray
Notary Public
My Commission Expires Feb: 17, 1985

L-0279

EQUIPMENT SCHEDULE NO. 2.A.

Itel Corporation, Rail Division hereby leases the following Cars to Cadiz Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of November 10, 1976.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	50' Plate C Boxcar, 70-ton	1100-1109	50' 6"	9' 6"	11' 2"	10'	10

ITEL CORPORATION,
RAIL DIVISION

BY: *Edward M. Dea*

TITLE: *President*

DATE: *5-6-82*

CADIZ RAILROAD COMPANY

BY: *H. White*

TITLE: *President*

DATE: *4/15/82*

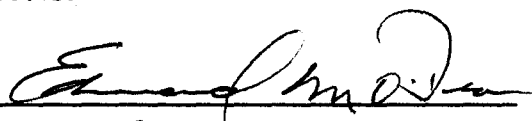
L-0279

EQUIPMENT SCHEDULE NO. 2.B.

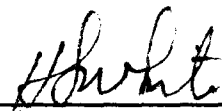
Itel Corporation, Rail Division hereby leases the following Boxcars to Cadiz Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of November 10, 1976.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' Plate C Boxcar, 70-ton	1110-1149	50' 6"	9' 6"	11' 2"	10'	40

ITEL CORPORATION,
RAIL DIVISION

BY: 
TITLE: President
DATE: 5-6-82

CADIZ RAILROAD COMPANY

BY: 
TITLE: President
DATE: 4/15/82

L-0279

EQUIPMENT SCHEDULE NO. 2.C.

Itel Corporation, Rail Division hereby leases the following Boxcars to Cadiz Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of November 10, 1976.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' Plate C Boxcar, 70-ton	1150-1299	50' 6"	9' 6"	11' 2"	10'	150

ITEL CORPORATION,
RAIL DIVISION

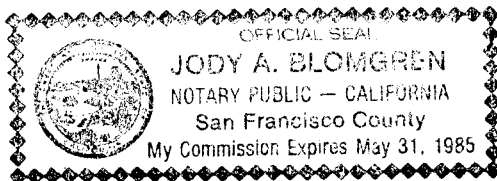
BY: *Edward M. De*
TITLE: *President*
DATE: *5-6-82*

CADIZ RAILROAD COMPANY

BY: *H. White*
TITLE: *President*
DATE: *4/15/82*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 6th day of May, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Schedule Nos. 2.A., 2.B., and 2.C. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF Kentucky)
) ss:
COUNTY OF Trigg)

On this 15th day of April, 1982, before me personally appeared H. S. White, to me personally known, who being by me duly sworn says that such person is President of Cadiz Railroad Company, that the foregoing Schedule Nos. 2.A., 2.B., and 2.C. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia A. Gray
Notary Public
My Commission Expires Feb. 17, 1986